IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE S.SIRI JAGAN

WEDNESDAY, THE 8TH AUGUST 2007 / 17TH SRAVANA 1929

WP(C).No. 20038 of 2007(I)

PETITIONER:

RAMACHANDRAN NAIR.V.R.,
S/O.RAGHAVAN PILLAI, 'AKSHARA',
THALAYOLAPARAMBU, KOTTAYAM DISTRICT,
PIN 686 605.

BY ADV. SRI.A.X.VARGHESE
SRI.A.V.JOJO

RESPONDENTS:

1. STATE OF KERALA, REP.BY ITS SECRETARY,
EXCISE DEPARTMENT, SECRETARIAT,
THIRUVANANTHAPURAM.

2. THE MANAGING DIRECTOR,
KERALA STATE BEVERAGES CORPORATION,
P.B.NO.2263, SASTHKRIPA OFFICE COMPLEX,
SASTHAMANGALAM, THIRUVANANTHAPURAM, PIN 695 010.

3. THE REGIONAL MANAGER,
KERALA STATE BEVERAGES CORPORATION,
THRIPUNITHURA.

BY ADV. SRI.MILLU DANDAPANI
G.P. SHRI.I.V.PRAMOD

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 08/08/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

S.SIRI JAGAN, J.

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W.P.(C).No.20038 of 2007

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Dated this the 8th day of August, 2007

J U D G M E N T

The petitioner is the owner of a building which is leased to respondents 2 and 3. The petitioner has now approached this court with the following relief:

> "i) Issue a Writ of Mandamus directing the respondents to renew the Exhibit P-1 lease agreement which expired on 15/7/2005 by enhancing the rent of Rs.8250/- to Rs.12,810/- (increasing rupees 7 per Sq. feet)."

The learned Standing Counsel appearing for respondents 2 and 3 submits that they do not intend to continue the lease arrangement with the petitioner, since they have already identified another building for the purpose. Therefore, the question of renewing the lease agreement with the petitioner does not arise. Regarding the question as to whether the petitioner is entitled to enhanced rent or not, the same is a question of fact, which the petitioner should prove by adducing evidence, which can be done only in a civil suit. Therefore, without prejudice to such right, this writ petition is dismissed.

Sd/-

sdk+ S.SIRI JAGAN, JUDGE

///True copy///

P.A. to Judge.